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IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA

N.C. MACHINERY CO.,)	
)	
Plaintiff,)	
)	
v.)	
)	
SOUTHEAST MARINE TRANSPORTATION,)	
INC. and JOHN E. EILERTSEN,)	
)	
Defendants.)	
<hr/>		Case no. 3:12-cv-

COMPLAINT

N.C. Machinery Co. alleges the following for its Complaint:

1. This action seeks to recover \$21,848.90 plus additional late payment charges, and collection costs charged for labor upon a vessel in Juneau. This is an admiralty and maritime action within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. This court has jurisdiction of the subject matter of this action pursuant to the general maritime law and 28 U.S.C. § 1333.
2. At all material times, Plaintiff was and continues to be a corporation organized and existing under the laws of the State of Washington, with its principal place of business in Tukwilla. Plaintiff has offices in and does business in Alaska. At all times relevant, its business included, but was not limited to, maintaining and repairing vessel engines.
3. At all times relevant, Southeast Marine Transportation, Inc., has been a corporation organized under the laws of the State of Alaska, having its principal place of business in Wrangel. At all times relevant, John E. Eilertsen has been the corporation's president and an Alaska resident.
4. In or about September 2010, Southeast Marine contracted with N.C. Machinery to repair an engine on a vessel that Southeast Marine had bareboat chartered. N.C. completed and

billed the work. Partial payments have been made on the account, but there is a balance remaining of \$21,848.90 as of December 30, 2011. Monthly late payment charges of \$285.20 continue to accrue.

5. Southeast Marine executed an application for commercial credit that provided for late payment charges of 1.5% per month and pursuant to which it agreed to pay all N.C.'s costs of collection, inclusive of attorney's fees.

6. Defendant John E. Eilertsen executed a personal guarantee, pursuant to which he undertook to pay all Southeast Marine's obligations to N.C., inclusive of payment of collection costs.

WHEREFORE, N.C. requests that the Court enter judgment against Defendants, jointly and severally, awarding

1. \$21,848.90 in accrued unpaid charges through December 2011;
2. additional late payment charges of \$285.20 for and after January 2012;
3. costs and attorney's fees incurred in this action; and
4. any additional relief determined to be appropriate in the circumstances.

DATED this 17th day of January, 2012, at Anchorage, Alaska.

s/ Mark C. Manning
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